

BOE SNACK AND BEVERAGE VENDING MACHINES

SECTION III. COST PROPOSAL

The undersigned, having carefully examined the scope of work for this RFP, does hereby agree to furnish and deliver to the City of Yonkers/Yonkers Public Schools, One Larkin Center, 3rd Floor, Yonkers, NY 10701, the following items at the prices indicated:

The Cost Proposal shall be inclusive of costs to perform all tasks associated with the work as outlined above.

COMPENSATION to be paid to the City of Yonkers :Fee Schedule Payable to the City:	
1. Percentage of Monthly Gross Sales:	<u>35</u> %
1. Guaranteed Monthly Minimum Payment:	\$ <u>9,791.66</u> (per month)
	\$ <u>117,500.</u> (Total for 12 months)

Submitted by:

Proposer's Legal Business Name:	<u>Superior Vending Services, INC.</u>
Firm Representative:	<u>Matthew Moran</u>
(Print Name)	<u>MATTHEW MORAN</u>
Title:	<u>Vice President of Sales</u>
Signature:	<u><i>Matthew Moran</i></u>
Phone:	<u>914-664-3826</u>
Cell:	<u>845-742-4820</u>
Email:	<u>MATT@SUPERIORVENDINGCOMPANY.COM</u>
Date:	<u>1-22-18</u>

BOE SNACK AND BEVERAGE VENDING MACHINES

SECTION III. COST PROPOSAL

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The Cost Proposal shall be inclusive of costs to perform all tasks associated with the work as outlined above.

COMPENSATION to be paid to the City of Yonkers :Fee Schedule Payable to the City:	
1. Percentage of Monthly Gross Sales:	<u>35</u> %
1. Guaranteed Monthly Minimum Payment:	\$ <u>2916</u> (per month) \$ <u>35,000</u> (Total for 12 months)

Submitted by:

Proposer's Legal Business Name:	Answer Vending Inc
Firm Representative: (Print Name)	Howard Goldstein Howard Goldstein
Title:	Vice President
Signature:	<i>[Handwritten Signature]</i> VP.
Phone:	631-773-4080
Cell:	516-707-4906
Email:	Howard G @answer vending.com
Date:	1/24/2018



YONKERS PUBLIC SCHOOLS

CITY OF YONKERS / YONKERS PUBLIC SCHOOLS
BUREAU OF PURCHASING

REQUEST FOR PROPOSAL (RFP) NO. 366

SOLICITATION DOCUMENTS TO

**FURNISH, INSTALL, AND MAINTAIN SNACK AND BEVERAGE VENDING
MACHINES AT VARIOUS BOARD OF EDUCATION FACILITIES**

Deadline for Proposal Submissions: Friday, January 19, 2018 by 2 PM EST

Two (2) original hard copies and one (1) electronic copy (CD, DVD, Flash Drive) of the proposal must be delivered to:

Mr. Tom Collich, Purchasing Director
City of Yonkers / Yonkers Public Schools
Purchasing Department
One Larkin Center – 3rd floor
Yonkers, NY 10701

(Located in the Yonkers Riverfront Library Building across from the Metro-North train station.)

914.377.6035

[email: thomas.collich@yonkersny.gov](mailto:thomas.collich@yonkersny.gov)

Proposals will not be accepted via email. CDs, DVDs, or flash drives containing the Proposals that are submitted will not be returned to Respondent.

Deadline for receipt of written questions (submitted to Mr. Collich via email):

Friday, January, 5, 2018 by 2:00 PM EST.

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BOE SNACK AND BEVERAGE VENDING MACHINES

SECTION I. INTRODUCTION

The Yonkers Board of Education has several facility locations throughout the City that currently have vending beverage machines. Though some facility locations are accessible to the public, most facilities do not offer access to the public and therefore the machines are used primarily by the employees of the Board of Education (BOE). The objective of this program is to provide services to BOE employees and to the general public, using the facilities of the various noted BOE agencies. This service (is) will be expanded to provide for the purchase of grade appropriate, 100% USDA Compliant, snacks and cold drinks as well as healthy snack and beverage options at the Board of Education Building without leaving the premises, through the use of coin/bill operated equipment or vending machines.

Information on the Yonkers Public Schools may be obtained from the School's website at:

<https://www.yonkerspublicschools.org/>

Technical and Cost Proposals shall be based on the Scope-of-Services described herein.

The City of Yonkers is not responsible for any internal or external delivery delays which may cause the RFP to arrive beyond the deadline. No materials will be accepted after the deadline.

A BOE evaluation committee will review the proposals and may conduct interviews with one or more of the qualified proposers as part of the final selection process. Proposers may be asked to make a presentation to the evaluation committee.

The City of Yonkers/BOE reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

While the City of Yonkers/BOE reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/ exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CITY FOR SUBMISSION TO THE BOARD OF CONTRACT & SUPPLY FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE CITY.

Proposers are advised that the contents of this RFP and the successful Proposer's Technical and Cost Proposal, as submitted or negotiated, will be incorporated into the resultant agreement.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CITY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

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Answers to all inquiries will be in writing and made available to all prospective vendors in the form of a formal addendum to the RFP. Said addendum shall be annexed to and become part of the ensuing contract. Formal addenda will be published on the City of Yonkers website (www.yonkersny.gov) and on The Empire State Purchasing Group website at www.empirestatebidsystem.com.

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City or the School District is authorized to clarify or amend these Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the City.

Prospective proposers are reminded that it is their responsibility to ensure that they receive all addenda.

SECTION II. INFORMATION FOR PROPOSERS

A. SCOPE OF WORK

The beverage and snack machines are to be a mix of healthy and traditional snacks and beverages. The mix will be determined by the BOE after evaluation of proposals.

Healthy Snacks to meet the following criteria per package following USDA Smart Snacks in School Standards:

Composition – be a “whole grain-rich” grain product; or have first ingredient a fruit, a vegetable, a dairy product, or a protein food; or be a combination food that contains at least ¼ cup of fruit and/or vegetable.

Calories –equal to or less than 200 calories

Total fat—equal to or less than 35% of total calories

Saturated fat—equal to or less than 10% of total calories

Trans fat--0 grams trans fat.

Sodium--equal to or less than 200 mg.

Sugar—equal to or less than 35% of weight from total sugars in foods.

Require calorie information is posted for each food item as packaged.

Refrigerated machines must stock fresh fruit and vegetable items.

Required calorie information is posted for each food item as packaged.

Healthy Beverage vending machines

Require all beverages contain the following USDA Nutrition Standards for Beverages:

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All schools may sell:

- Plain Water (with or without carbonation)
- Unflavored low fat milk.
- Unflavored or flavored fat free milk and milk alternatives permitted by National School Lunch Program/School Breakfast Program
- 100% Fruit or vegetable juice and
- 100% fruit or vegetable juice diluted with water (with or without carbonation) and no added sweeteners.

Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.

Beyond this, the standards allow additional “no calorie” and “low calorie” beverage options for high school students.

- No more than 20-ounce portions of Calorie-free, flavored water (with or without carbonation); and
- Other flavored and/or carbonated beverages that are labeled to contain less than 5 calories per 8 fluid ounces or equal to or less than 10 calories per 20 fluid ounces.
- No more than 12-ounce portions of beverages with equal or less than 40 calories per 8 fluid ounces, or equal to or less than 60 calories per 12 fluid ounces.

Require calorie information is posted for each beverage as packaged

It is the intention of the City to place the total responsibility and control of the vending machines and other equipment furnished by the contractor in the hands of the contractor at each of the locations specified herein.

The locations specified in Section F, entitled “Equipment Requirements” constitute the total requirements of this contract at this time. The City reserves the right to add new locations to require the successful bidder to increase or decrease the total number of equipment installed by the addition or removal of locations designated without change in the percentage of commission to be paid to the BOE, if Proposal is accepted. Additional equipment may not be installed nor may any equipment be removed without prior written approval of the BOE. Written approval shall be given, only by Addendum to the contract.

1. All Proposers, prior to contract award, shall be required to demonstrate their ability to provide satisfactory service either by providing information relating to current installations similar to the installations contemplated by this request or by any other means deemed to be acceptable at the sole discretion of the Director of General Services.
2. All proposals should be accompanied by catalog cuts or other descriptive literature for the type of vending machine or other coin operated equipment to be installed.
3. There may be locations within each bid item which may be low volume sales. It is expected that the contractor will use proper merchandising and servicing techniques to maximize sales at such locations to the fullest possible potential, since BOE personnel are entitled to service at all BOE locations.

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4. **TERM OF CONTRACT:** Three (3) years with options to renew.
5. **CONTRACT AWARD:** The City shall award this contract based on the Guaranteed Annual Minimum Payment.
6. Proposers shall submit the following with their proposal.
 - (a) A listing of equipment and facilities to be used in performance of contract, in the event of award.
 - (b) A listing of those companies, corporations, Cities, Counties, or State Bureaus or Departments or other organizations from whom comparable services have been provided.

SECTION A: ADDITIONAL TERMS AND CONDITIONS

1. The BOE reserves the right to periodically inspect the vended merchandise and to require the contractor to suspend the dispensing of any item or items that do not meet the standards set forth elsewhere herein.

2. SALES AND USE TAX

(a) State of NY Sales Taxes paid by the contractor on all equipment, services and supplies used by the contractor in the operation of any vending machine or other coin operated equipment or in providing customer service shall be deemed to be part of the contractor's operating expenses.

3. OTHER TAXES, LICENSES AND PERMITS

(a) The Contractor shall, at the expense of the contractor, obtain and keep current, all business, vending machine permits and such other permits and/or licenses as may be required by Federal, State, County or City laws and regulations.

(b) The Contractor shall submit copies of such permits and or licenses with bid.

(c) The Contractor shall pay all taxes, pertinent to the operation of vending machines and other coin operated equipment and/or related services, including, but not limited to business operational taxes, personal property taxes and such other taxes as may be imposed during the life of this contract or any subsequent extension thereof.

4. INSURANCE

(a) The Contractor shall also carry Fire and extended coverage policies covering loss and damage to his equipment while on the City premises. Contractor shall carry Workmen's Compensation policies covering all of his employees engaged either directly or indirectly in the operation of vending machines. Contractor shall furnish the City with certificates of insurance relating to each policy of insurance obtained and maintained by Contractor, pursuant to Schedule A. Each such insurance policy shall contain a provision (i) that the City shall not be liable for payment of any premiums under said policies, and (ii) that the insurer shall notify the

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City, not less than thirty (30) days in advance of any reduction or cancellation in the amount of coverage provided by said insurance policies or cancellation thereof.

5. RELOCATION OF EQUIPMENT

The BOE shall retain the right to request within the stated facility the relocation of any equipment provided by the contractor in the performance of this contract with five (5) days prior notice.

6. VANDALISM

(a) The BOE will take all reasonable precaution to protect and secure the vending equipment installed by the Contractor as required under the terms of this contract.

(b) In the event of any acts of vandalism that causes damage to the Contractor's equipment, loss of product and/or money in the equipment from prior sales the contractor shall upon notification by using agency, promptly repair or replace the equipment and/or product. The Contractor shall also notify the BOE, in writing, of the date and location of the vandalized equipment.

(c) Upon receipt of the third written notification of such acts of vandalism at the same location, the BOE at the request of the Contractor, will authorize the removal of the equipment, by addendum.

SECTION B: OBLIGATIONS OF THE CITY

1. The BOE shall at the expense of the BOE provide all electrical circuits required by the Contractor.

2. The BOE shall provide ample space to insure the satisfactory installation and operation of the equipment to be furnished by the Contractor.

3. The BOE shall provide all necessary utilities required for the proper operation of the equipment to be installed.

4. The BOE shall make all necessary arrangements for the removal of equipment that is the property of the present Contractor where applicable.

SECTION C: OBLIGATIONS OF THE CONTRACTOR

1. The Contractor shall furnish and install without cost to the BOE all necessary equipment required for the dispensing of compliant snacks and beverages by means of coin operated equipment in the locations designated by the responsible agency personnel. All equipment as may be required shall be of the latest design, of good quality and/or sufficient size to serve the purpose intended, and refinished, if required, so as to present a pleasing appearance when viewed with other equipment and/or furnishings, in the immediate area. Colors used shall be attractive and compatible with furnishings provided by the BOE. All equipment furnished by the Contractor shall remain in property of the Contractor.

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2. The Contractor shall be responsible for the proper maintenance and cleanliness of all equipment required.
3. The Contractor shall provide sufficient personnel having the necessary qualifications for the preparation of the equipment for the dispensing of the merchandise stated, and to correct all equipment malfunctions within a reasonable time after malfunction is reported.
4. The Contractor will retain an adequate supply of such merchandise as required to cater to the needs and desires of the BOE employees and visitors.
5. The Contractor shall establish and maintain, through the appropriate agency personnel, a system of providing timely refunds to individuals in the event of loss through equipment malfunctions.
6. The Contractor shall use only high quality and generally known brand names of merchandise in the satisfactory performance of this contract.
7. The Contractor shall provide a copy of all maintenance and/or service reports to the BOE on request. The BOE may require replacement of any machine with a prolonged record of breakdown or malfunction.
8. The Contractor shall establish and maintain a complete and accurate set of records pertaining to inventories and sales in connection with the contract.
9. The Contractor shall maintain the necessary insurance coverage for the action of the employees of the Contractor while on the premises of the BOE. The Contractor shall be responsible for the financial loss arising from the theft or damage of supplies or equipment, belonging to or leased by the Contractor.
10. The Contractor will insure that a sufficient variety of merchandise is maintained in the vending machines at all times.

SECTION D: EQUIPMENT REQUIREMENTS

1. **EQUIPMENT SPECIFICATIONS**
 - (a) All equipment shall be of the latest and most modern design.
 - (b) Coin mechanisms capable of accepting any combination of quarters, nickels, and dimes. (Dollar bill change acceptable, may be required in some locations)
 - (c) All equipment shall effectively blend with the decor of the location.
 - (d) Bidder shall supply, with the bid, pictures and detailed specifications of the equipment to be used.

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2. EQUIPMENT MAINTENANCE

The Contractor will be responsible for all equipment maintenance and repair, at his expense, as follows:

(a) Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.

(b) Routine Maintenance - All equipment to be periodically checked and a record of service calls maintained and made available, upon request.

(c) Emergency service to be provided as required.

(d) A realistic program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment must be instituted and carried out.

3. PRICING

No price or cost to the customer or consumer may be increased or decreased without the prior written approval of the BOE. Written approval shall be given only by Addendum to this contract.

4. EQUIPMENT LOCATIONS AND INSTALLATION DATES

(a) The machine requirements listed herein are provided for the guidance of bidders only. The Director of Food Services reserves the right to increase or decrease the number of machines, as warranted by conditions existing at the time of contract award or during life of the contract or any extensions thereof.

(b) Bidders are expected to examine carefully each installation location, whether existing or proposed, as well as the equipment specifications and requirements and other contract documents. It will be assumed that he has familiarized and satisfied himself as to the conditions and obstacles, if any exist, to be encountered as to the types, qualities and quantities of services provided. Failure to do so will not relieve the Contractor of any responsibility to meet any of the requirements stated herein.

(c) Beyond the information herein provided no estimate can be made of the anticipated gross sales for any location nor is there any intention on the part of the BOE to propose to any Contractor any guarantees or minimum dollar volume in the future nor will the City be amenable to the consideration of any such proposal which may be submitted by the Contractor.

(d) Unless otherwise stated, all installation to be made within thirty (30) calendar days after notice to proceed.

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BOE LOCATIONS FOR INSTALLATION OF VENDING MACHINES

LOCATION	BEVERAGE	SNACK
1. BOYCE THOMSON SCHOOL 1061 North Broadway 10701 (main floor – not accessible to the public)	1	1
2. CEDAR PLACE 20 Cedar Place 10705 (lower floor – not accessible to the public)	1	1
3. CORNELL ACADEMY 15 St. Mary’s Street 10701 (main floor – not accessible to the public)	1	1
4. CROSS HILL ACADEMY 160 Bolmer Avenue 10703 (2 nd floor – not accessible to the public)	2	2
5. ROBERT DODSON SCHOOL 105 Avondale Road 10710 (main floor – not accessible to the public)	1	1
6. ENRICO FERMI SCHOOL 27 Poplar Street 10701 (lower floor – not accessible to the public)	1	1
7. GORTON HIGH SCHOOL 100 Shonnard Place 10703 (main floor – not accessible to the public)	2	2
8. PEARLS HAWTHORNE SCHOOL 350 Hawthorne Avenue 10705 (main floor – non accessible to the public)	2	2
9. MLK SCHOOL 135 Locust Hill Avenue 10701 (ground level – non accessible to the public)	1	1
10. LINCOLN HIGH SCHOOL 375 Kneeland Avenue 10704 (ground level – not accessible to the public)	3	3
11. ROOSEVELT HIGH SCHOOL 631 Tuckahoe Road 10701 (ground level – non accessible to the public)	3	3

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LOCATION	BEVERAGE	SNACK
12. SAUNDERS HIGH SCHOOL 183 Palmer Road 10701 (ground level – non accessible to the public)	2	2
13. DISTRICT WAREHOUSE 201 Saw Mill River Road 10701 (ground level – non accessible to the public)	1	1
14. YONKERS MIDDLE HIGH SCHOOL 150 Rockland Avenue 10705 (ground level – non accessible to the public)	4	4
15. YONKERS MONTESSORI SCHOOL 160 Woodlawn Avenue 10704 (ground level – non accessible to the public)	2	2
16. SCHOOL #5 118 Lockwood Avenue 10701 (ground level – non accessible to the public)	1	1
17. SCHOOL #13 195 McLean Avenue 10705 (ground level – non accessible to the public)	1	1
18. SCHOOL #14 60 Crescent Place 10704 (ground level – non accessible to the public)	1	1
19. SCHOOL #15 175 Westchester Avenue 10707 (ground level – non accessible to the public)	1	1
20. SCHOOL #16 ANNEX 750 North Broadway 10701 (ground level – non accessible to the public)	1	1
21. SCHOOL #17 745 Midland Avenue 10704 (ground level – non accessible to the public)	1	1
22. SCHOOL #18 77 Park Hill Avenue 10701 (ground level – non accessible to the public)	1	1

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LOCATION	BEVERAGE	SNACK
23. EUGENIO HOSTOS SCHOOL 75 Morris Street 10705 (ground level – non accessible to the public)	1	1
24. SCHOOL #22 1408 Nepperhan Avenue 10703 (ground level – non accessible to the public)	1	1
25. SCHOOL #24 50 Colin Street 10701 (ground level – non accessible to the public)	1	1
26. SCHOOL #26 150 Kings Cross 10583 (ground level – non accessible to the public)	1	1
27. GIBRAN SCHOOL 18 Rosedale Road 10710 (ground level – non accessible to the public)	1	1
28. WESTCHESTER HILLS SCHOOL 47 Groydon Road 10710 (ground level – non accessible to the public)	1	1
29. MONTESSORI SCHOOL #31 7 Ravenswood Road 10710 (ground level – non accessible to the public)	2	2
30. FAMILY SCHOOL #32 1 Montclair Place 10710 (ground level – non accessible to the public)	1	1
31. RIVERSIDE HIGH SCHOOL 565 Warburton Avenue 10701 (Cafeteria, lower level with loading dock, and lobby outside main office on ground floor)	1	1
32. CENTRAL OFFICE 1 Larkin Center 10701 (lobby area near Health Services)	1	1

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PROPOSAL

The Contractor shall pay to the BOE, sales commissions which shall be based on the gross receipts of sales and guaranteed minimum per year derived from the operation of vending machines and such other coin operated equipment as may be installed and/or serviced by the Contractor without exclusion or exception.

The selling price of various types of various compliant snacks and beverages shall not exceed the standard package pricing as distributed by the manufacturer. The selling price of various types of snacks, i.e. popcorn, corn chips, baked potato chips, etc., shall not exceed the standard packaging pricing, as distributed and marked by the manufacturer. The vendor shall submit the selling price list with this bid. In addition, a list of merchandise offered for vending and the proposed cost shall be completed on the attached form.

No price or cost to the customer or consumer may be increased or decreased without prior written approval of the Director of Food Services. Written approval shall be given by Addendum to the contract.

TERMS OF PAYMENT

A. Payment shall be made to the BOE based on commission of (1) the percentage of gross monthly sales, or (2) the guaranteed minimum of monthly payment, *whichever is greater*. "Gross sales" is defined as total amount of sales less applicable taxes. The guaranteed minimum monthly payment shall constitute the minimum payment due to the BOE each month. Payments shall be made no later than (15) fifteen calendar days after close of the accounting period, (which is the last day of each calendar month). No posted-dated checks.

B. All receipts derived from the operation of the vending machines and other coin operated equipment shall be accumulated and reported on a monthly basis. Any installation of vending machines or other coin operated equipment which become operational during the month shall be included with the total receipts on the first full calendar month following the date on which the installation becomes operational.

C. Payment shall be drawn to the order of the City of Yonkers - Fiscal Services. All payments shall be mailed to the City of Yonkers, Accounting, 3rd Floor, One Larkin Center, Yonkers, NY 10701 Attn.: Director of Accounting. A statement reflecting the total gross monthly sales for all vending machines must accompany each remittance. The statement shall outline the source of all revenue reported.

BOE SNACK AND BEVERAGE VENDING MACHINES

B. PROPOSAL REQUIREMENTS AND EVALUATION:

1. PROPOSAL EVALUATION CRITERIA:

The City will evaluate proposals based on the responses to the criteria listed below, including making a determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP. The criteria below are not necessarily listed in order of importance. The City reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Proposals will be evaluated by a team of City representatives from various City Departments.

Proposers are to provide responses to the following:

- a. A statement of qualifications and direct experience providing the services outlined in this RFP; including professional qualifications, years of experience, and type of experience' The Vendor should provide evidence of substantial prior experience in maintaining vending machines in public facilities.
- b. A list of the tasks necessary for vending machines to become operational;
- c. A schedule detailing the activities and timeline for vending machines to become operational;
- d. A detailed description of the proposed equipment;
- e. The method for accepting payment;
- f. Describe your food safety procedures;
- g. Describe routine cleaning and maintenance of machines;
- h. List any OSHA/regulatory agency violations;
- i. Describe any pertinent issues and potential problems with providing this service;
- j. Describe how you will report revenue and expenditures;
- k. Describe the products that will be offered for both snacks and beverages – include unit of measure/package/weight, and proposed cost;

2. PROPOSAL REQUIREMENTS:

PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES MARKED: "RFP NO. 366: FURNISH, INSTALL, AND MAINTAIN SNACK AND BEVERAGE VENDING MACHINES AT VARIOUS BOE FACILITIES. DUE DATE FRIDAY, JANUARY 19, 2018 BY 2:00 PM EST"

Two (2) original hard copies and one (1) electronic copy of the Proposal on CD or flash drive must be delivered to:

Mr. Tom Collich, Purchasing Director, City of Yonkers / Yonkers Public Schools
Purchasing Department, One Larkin Center – 3rd Floor, Yonkers, NY 10701
(Located in the Yonkers Riverfront Library Building across from the Metro-North train station.)

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Proposals will not be accepted via email. CDs or flash drives containing the Proposals that are submitted will not be returned to Respondent. Proposal packages must be submitted as a whole and in their entirety. Respondents must fully complete all Schedules attached to this RFP.

In addition to the items in the evaluation criteria, Proposers must address the following in their response:

- a. Provide a brief history and description of your firm.
 - b. Identify the individual that will act as direct contact for this contract.
 - c. If the Proposer is a joint venture or consortium, describe the **origin, current ownership and management, and qualifications of each firm** comprising the joint venture or consortium and identify the **principles of each firm**.
 - d. Indicate whether the Proposer (and each firm comprising the joint venture or consortium) is national, regional, or local, the number of years in business, the total number of employees, and the total number of employees in the local office that will be dedicated to the Yonkers contract.
 - e. Proposers shall **identify all their current active projects in Yonkers** and active projects in the areas surrounding Yonkers that may impact Yonkers. .
 - f. In addition, the Proposer (and each firm comprising the joint venture or consortium, and each sub-consultant supplier, if any) shall **provide an affirmative statement that they are independent of the City of Yonkers/Yonkers Public Schools**. Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer's personnel and sub-consultants may have with the City of Yonkers/Yonkers Public Schools.
 - g. Cost Proposal. Responders are encouraged to propose alternative methods of compensation, and particularly contingency fee and/or fixed fee arrangements. While cost is only one of the factors the City will consider in selecting a Contractor, the City will only enter a contract if a firm's Cost Proposal, as submitted or negotiated, is reasonable in the City's sole judgment.
 - h. The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that *"this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) calendar days from the deadline for acceptance of proposals as set forth herein."*
 - i. Technical and Cost Proposals must be submitted at the same time (two original hard copies and 1 electronic copy). Do not include any elaborate marketing or advertising materials—submit on 8.5" x 11" paper in a lean and concise format. Technical and Cost Proposals must be signed by a duly authorized official of the firm, with the person's name and title printed below the signature.
 - j. Oral Presentations. After receipt of Proposals, Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.
3. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the City. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City.

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4. Modified Proposals. A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.
5. Proposals MUST be signed. Unsigned proposals will be rejected.
6. A Proposal shall be irrevocable for a period of one hundred twenty (120) calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.
7. Late proposals will not be accepted.
8. Requests for clarification of this RFP MUST be written and submitted to Mr. Tom Collich, Purchasing Director, City of Yonkers/Yonkers Public Schools, One Larkin Center, 3rd Floor, Yonkers, NY 10701, (914) 377-6035 (phone), Thomas.collich@yonkersny.gov (e-mail), as set forth on the cover page of this RFP.

C. CONTRACT AWARD

1. The Contract resulting from this solicitation shall be awarded to the Proposer the City considers most qualified and whose Proposal the City determines to be the most advantageous to the City, based on the evaluation factors set forth in the RFP.
2. Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, the Iran Divestment Act, and the New York State Labor Law.
3. After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the City of Yonkers, subject to all required oversight approvals, and will not be binding until signed by both parties.

D. LEGAL UNDERSTANDINGS

1. The City of Yonkers reserves the right to cancel this RFP at any time, if the City deems it to be in its best interest. In no event shall the City have any liability whatsoever for cancellation of an award before execution of a contract. A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.
2. A Proposer shall not have any rights against the City arising from an invitation to enter negotiations or to submit a Best and Final Offer.
3. By submission of a proposal in response to this RFP, proposing entity agrees to and understands:

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- a. That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the City and is not a bid under Section 103 of the New York State General Municipal Law;
 - b. Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the City for the required services
 - c. By submitting a proposal, the proposing entity agrees and understands that the City is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
 - d. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the City, its elected officials, officers, employees or agents, shall not be binding against the City, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP, subject to all oversight approvals, is duly executed by both parties.
4. The City reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the City of Yonkers' Procurement Policy, as amended:
- a. To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
 - b. To reject all proposals;
 - c. To issue additional solicitations for proposals and/or amendments to this RFP;
 - d. To waive any irregularities in proposals received after notification to all proposers;
 - e. To negotiate for amendments or other modifications to proposals;
 - f. To conduct investigations with respect to the qualifications of each proposer;
 - g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - i. To select the proposal that best satisfies the interests of the City and not necessarily on the basis of price or any other single factor in the evaluation criteria.
5. While this is an RFP and not a bid, the City reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
6. The City assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
7. The City is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.
8. Delinquent proposer(s)/contractor(s) shall not be deemed responsible for purposes of awarding a contract. It is the policy of the City of Yonkers to disqualify persons or business entities

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which are delinquent in financial obligations to the City of its affiliated agencies, boards, or commissions from participating in City contracts and business opportunities.

E. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall and provide justification why such material, upon request, should not be disclosed by the City, and insert the following notice in the front of its proposal:

1) **“NOTICE**

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with this proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and;

- 2) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The City assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the City, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

F. INDEMNIFICATION AND INSURANCE

The proposer, by signing the proposal, does hereby agree to indemnify and hold free and harmless the City of Yonkers, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this RFP. The successful proposer will likewise be required to execute a contract containing similar requirements.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the City of Yonkers), for any and all

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claims of liability and all suits, actions, or claims that may be incurred by the City of Yonkers and/or the School District, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If awarded a contract by the City of Yonkers the proposer acknowledges and agrees that is will need to provide insurance naming the City and the District as additional insured as more fully set forth in Schedule "A" which is annexed hereto.

G. ASSIGNMENT

The successful proposer shall not assign or subcontract any portion of the operation without prior written approval from the City. If the proposer intends as part of its proposal to form a team or subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the City awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the City, such that the successful proposer shall be responsible for the entire contract.

H. INDEPENDENT CONTRACTOR

The successful proposer and its employees will operate as an independent contractor and are not considered to be City employees.

I. ANTIDISCRIMINATION/COMPLIANCE WITH LAW

Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any City facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the NYS ED, Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

J. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the City of Yonkers, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission,

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compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer or official.

K. CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the City of Yonkers. Further, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

L. MBE/WBE

Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City of Yonkers to use its best efforts to encourage and promote an increased participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. Therefore, the City asks Proposers to complete the questionnaire attached hereto as Schedule "B".

M. MACBRIDE PRINCIPLES

Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto. Therefore, the City asks Proposers to complete the certification attached hereto as Schedule "C".

N. IRAN DIVESTMENT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete Schedule "D", an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

O. RELATIONSHIPS TO CITY

Proposers are required to complete the questionnaire entitled "Vendor Background Questionnaire" attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Vendor Background Questionnaire" form to the City within ten (10) business days of such event.

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ADDENDUMS AS NECESSARY

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SCHEDULE "A" STANDARD INSURANCE PROVISIONS (Contractor)

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the City.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

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(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the aggregate amount of \$1,000,000, \$1,000,000 per claim, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City of Yonkers (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

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SCHEDULE "B"

Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
- No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
- No
 Yes (as a MBE)
 Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: N/A
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A
5. Are you certified with the Federal Government as a small disadvantaged business concern?
- Yes
 No

6. Name of Firm/Business Enterprise:

Address:

Completed By (Print Name/Title):

Signature:

Superior Vending Services Inc.
P.O. Box 8432
Pelham, NY 10803
MATTHEW MORAN / VP of Sales
Matthew Moran

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SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

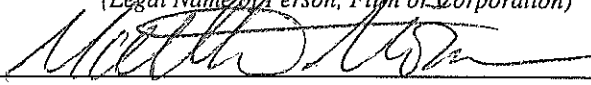
- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than

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a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Superior Vending Services Inc.
(Legal Name of Person, Firm or Corporation)

By: 
(Signature of Authorized Representative)

VP of Sales
(Title)

Dated: 1-23-18

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SCHEDULE "D"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

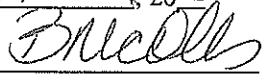
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

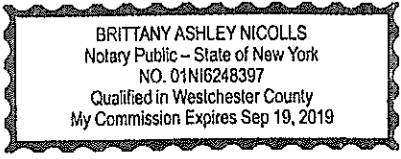
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, MATTHEW MORAN, being duly sworn, deposes and says that he/she is the Vice President of Sales of the Superior Vending Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 25th day
of Jan, 2018


Notary Public



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SCHEDULE "E"

VENDOR BACKGROUND QUESTIONNAIRE

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers must be typewritten or printed in black or blue ink. If you need more space to answer a question, type or print the answer on company letterhead and attach it to the questionnaire. ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES [] NO [] Revision: YES [] NO []

1. Submitting Business Name: SUPERIOR VENDING SERVICES, INC.
EIN/SSN: 20-1852694
Dun & Bradstreet #:
'Doing Business As' Name(s), if any: N/A
Business Address and date business located at this address: 11 HARTFORD AVE, MOUNT VERNON NY 10553 - Since 12/1/12
Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.): N/A
Mailing address, if different from above: P.O. Box 8432, Pelham NY 10803
Telephone Number: 914-664-3826
Fax Number: 914-664-9653
E-Mail: MATT@SUPERIORVENDINGCOMPANY.COM
Contact Person and Title: MATT MORAN - VP OF SALES
Company website: WWW.SUPERIORVENDINGCOMPANY.COM

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES [] NO [x] If YES, please provide details and explain:

3. Has this business changed address(es) in the past five years? YES [] NO [x]. If YES, please provide all complete former addresses:

4. a. Date business was formed: JANUARY 2005
b. Date business was incorporated: JANUARY 2005

5. Type of Organization (Please circle one)

- a. Business Corporation
State/County in which incorporated: NY - Westchester County
Name of individuals/entities incorporating business: Peter Plotkin
b. Sole Proprietorship
c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed
d. Joint Venture
e. Non Profit

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- f. Not for Profit
- g. Other (Explain) _____

6. Type of Business (Please circle one)

- a. Manufacturing
- b. Distribution
- c. Retail
- d.** Commercial Service
- e. Professional Service, Non Construction, Non-Law
- f. Bank
- g. Construction Manager
- h. Architect
- i. Engineer
- j. General Contractor
- k. Consultant (Specify) _____
- l. Laboratory Testing and Analysis
- m. Law Firm
- n. Other (Explain) _____

7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES , NO . If YES, please explain. _____

a. Do you perform outreach to any of these Enterprises to perform subcontracting work? YES , NO

b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES , NO If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES , NO . If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own , rent , or lease its office facilities? (Please check one). If leased or rented, please provide name, address, and telephone number of building owner/ landlord.

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES , NO If YES, please provide the name and address of the other entity and nature of relationship to this business.

11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES , NO . If YES, please provide details and explain.

BOE SNACK AND BEVERAGE VENDING MACHINES

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

MELISSA PLOTKIN 170 BROADWAY AVE NEW ROCHELLE NY 07/29/63 101-60-6129 16
PETER PLOTKIN 170 BROADWAY AVE NEW ROCHELLE NY 11/14/61 040-508521 8

13. Number of Employees 28

14. Is this business now or has it been in the last five years a subsidiary of another business? YES [], NO [X]. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES [], NO [X]. If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES [], NO [X]. If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:
a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES [], NO [X]
b. A vendor of or contractor to the City of Yonkers? YES [X] NO [X]
c. A subcontractor on any contract with the City of Yonkers? YES [], NO [].
If YES to any above, please provide details and explain.

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES [], NO [X]. If YES, please provide details and explain.

18. Has this business or any business listed in response to question 14 at present or has it ever been:
a. Debarred by any agency* from entering contracts? YES [], NO [X].
b. Found not responsible by any government agency? YES [], NO [X].
c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES [], NO [X].
d. Suspended by any government agency from entering any contract with it? YES [], NO [X].
e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES [], NO [X].
f. A respondent before the Grand Jury or any Federal, State or City Board? YES [], NO [X].
g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES [], NO [X].
h. Required to pay liquidated damages on a contract? YES [], NO [X].
i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES [], NO [X].

BOE SNACK AND BEVERAGE VENDING MACHINES

- j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES , NO .
- k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES , NO .
- l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES , NO .
- m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition _____

- * Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.
- ** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:

- a. Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
- b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES , NO .
- c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
- d. Been convicted of any misdemeanor involving business-related crimes? YES , NO .
- e. Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- f. Entered a consent decree? YES , NO .
- g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:

- a. Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
- b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES , NO .
- c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
- d. Been convicted of any misdemeanor involving business-related crimes? YES , NO .
- e. Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- f. Entered a consent decree? YES , NO .

BOE SNACK AND BEVERAGE VENDING MACHINES

- g. Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES , NO . If YES, explain _____

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES , NO .

If YES, explain _____

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
N/A	N/A

24. Pursuant to Executive Order No 6-2013, “delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities.” Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES , NO .

If YES, explain _____

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES ___ NO

If “Yes,” please list the address of each property.

BOE SNACK AND BEVERAGE VENDING MACHINES

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Matthew Moran, being duly sworn, state that I am the

Print or Type Name of Bidder/Proposer Authorized Representative
Vice President of Sales of Superior Vending, and Print or Type
Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Matthew Moran
Signature of Bidder/Proposer Authorized Representative

STATE OF NY

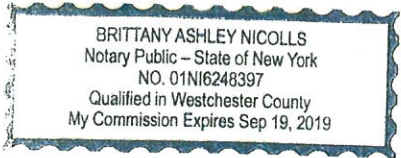
COUNTY OF Westchester ^{ss:}

On the 25th day of Jan, in the year 2018, before me personally came
Matthew Moran, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Brittany Ashly Nicolls
Notary Public

Place Notary Public Stamp Here:



BOE SNACK AND BEVERAGE VENDING MACHINES

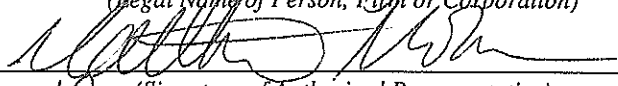
SCHEDULE "F"
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City of Yonkers and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the City of Yonkers for the required services. The undersigned agrees and understands that the City of Yonkers is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the City of Yonkers and approved by the Office of the Corporation Counsel.

It is understood and agreed that the City of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City of Yonkers reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City of Yonkers is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Superior Vending Services, INC.
(Legal Name of Person, Firm or Corporation)

By: 
(Signature of Authorized Representative)

VP of Sales
(Title)

Dated: 1/23/18



City of Yonkers/Yonkers Public Schools
 One Larkin Center – 3rd Floor
 Yonkers, New York 10701
 (914) 377-6035
 Fax: (914) 377-6032
 Email: thomas.collich@yonkersny.gov

CITY OF YONKERS/YONKERS PUBLIC SCHOOLS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

TO: PROSPECTIVE PROPOSERS **JANUARY 17, 2018**
FROM: TOM COLLICH, PURCHASING DIRECTOR **4 PAGES**
RE: RFP NO. 366 – FURNISH, INSTALL, AND MAINTAIN SNACK AND BEVERAGE VENDING MACHINES AT VARIOUS BOARD OF EDUCATION FACILITIES
ADDENDUM NO. 1 CITY RESPONSE TO REQUESTS FOR INFORMATION

The contents of this addendum alter and amend the original RFP requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Proposers must acknowledge receipt of all addenda when submitting their proposals. Failure to acknowledge receipt may render a proposal non-responsive and ineligible for award. Vendors are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing Group System (<http://www.empirestatebidsystem.com/>) and the City website (www.yonkersny.gov).

THE DUE DATE IS EXTENDED TO FRIDAY, JANUARY 26, 2018 AT 2 PM

1. Will there be any timers on any machines in the district and if so, what machines.
CITY RESPONSE: NO TIMERS.
2. Based on the current snack machines on the rfp, Can you list machines and let us know if students will have access or only teacher's.
CITY RESPONSE: SEE ATTACHED LOCATION LIST UPDATED WITH WHO WILL HAVE ACCESS TO THE MACHINES.
3. Are any snack machine to the students.
CITY RESPONSE: STUDENTS WILL HAVE ACCESS TO ALL MACHINES. EXCEPT AT EUGENIO HOSTOS SCHOOL AND SCHOOL 24. THERE ONLY ADULTS WILL HAVE ACCESS. SEE ATTACHED UPDATED LOCATION LIST.
4. Teachers lounge machines do they follow the same healthy requirements for snack and beverage.
CITY RESPONSE: YES THEY MUST, BUT WE ARE VERY OPEN AND WILL BE FLEXIBLE TO COMPLIANT SUGGESTIONS.

RFP NO. 366 - ADDENDUM NO. 1 – ACKNOWLEDGEMENT -

Legal Name of Proposing Firm: Superior Vending Services, Inc.
 Address: P.O. Box 8432
 Proposer's Representative: Matthew Moran Title: VP of Sales
 E-mail: MATT@SUPERIORVENDINGCOMPANY.COM
 Signature: Matthew Moran Telephone: 845-742-4820
 Fax: 914-664-9653 Date: 1-23-18

LOCATION	BEVERAGE	SNACK	ACCESS
1. BOYCE THOMSON SCHOOL 1061 North Broadway 10701 (main floor – not accessible to the public)	1	1	ALL
2. CEDAR PLACE 20 Cedar Place 10705 (lower floor – not accessible to the public)	1	1	ALL
3. CORNELL ACADEMY 15 St. Mary's Street 10701 (main floor – not accessible to the public)	1	1	ALL
4. CROSS HILL ACADEMY 160 Bolmer Avenue 10703 (2 nd floor – not accessible to the public)	2	2	ALL
5. ROBERT DODSON SCHOOL 105 Avondale Road 10710 (main floor – not accessible to the public)	1	1	ALL
6. ENRICO FERMI SCHOOL 27 Poplar Street 10701 (lower floor – not accessible to the public)	1	1	ALL
7. GORTON HIGH SCHOOL 100 Shonnard Place 10703 (main floor – not accessible to the public)	2	2	ALL
8. PEARLS HAWTHORNE SCHOOL 350 Hawthorne Avenue 10705 (main floor – non accessible to the public)	2	2	ALL
9. MLK SCHOOL 135 Locust Hill Avenue 10701 (ground level – non accessible to the public)	1	1	ALL
10. LINCOLN HIGH SCHOOL 375 Kneeland Avenue 10704 (ground level – not accessible to the public)	3	3	ALL
11. ROOSEVELT HIGH SCHOOL 631 Tuckahoe Road 10701 (ground level – non accessible to the public)	3	3	ALL

LOCATION	BEVERAGE	SNACK	ACCESS
12. SAUNDERS HIGH SCHOOL 183 Palmer Road 10701 (ground level – non accessible to the public)	2	2	ALL
13. DISTRICT WAREHOUSE 201 Saw Mill River Road 10701 (ground level – non accessible to the public)	1	1	ALL
14. YONKERS MIDDLE HIGH SCHOOL 150 Rockland Avenue 10705 (ground level – non accessible to the public)	4	4	ALL
15. YONKERS MONTESSORI SCHOOL 160 Woodlawn Avenue 10704	2	2	ALL

(ground level – non accessible to the public)			
16. SCHOOL #5 118 Lockwood Avenue 10701 (ground level – non accessible to the public)	1	1	ALL
17. SCHOOL #13 195 McLean Avenue 10705 (ground level – non accessible to the public)	1	1	ALL
18. SCHOOL #14 60 Crescent Place 10704 (ground level – non accessible to the public)	1	1	ALL
19. SCHOOL #15 175 Westchester Avenue 10707 (ground level – non accessible to the public)	1	1	ALL
20. SCHOOL #16 ANNEX 750 North Broadway 10701 (ground level – non accessible to the public)	1	1	ALL
21. SCHOOL #17 745 Midland Avenue 10704 (ground level – non accessible to the public)	1	1	ALL
22. SCHOOL #18 77 Park Hill Avenue 10701 (ground level – non accessible to the public)	1	1	ALL

LOCATION	BEVERAGE	SNACK	ACCESS
23. EUGENIO HOSTOS SCHOOL 75 Morris Street 10705 (ground level – non accessible to the public)	1	1	TEACHERS
24. SCHOOL #22 1408 Nepperhan Avenue 10703 (ground level – non accessible to the public)	1	1	ALL
25. SCHOOL #24 50 Colin Street 10701 (ground level – non accessible to the public)	1	1	TEACHERS
26. SCHOOL #26 150 Kings Cross 10583 (ground level – non accessible to the public)	1	1	ALL
27. GIBRAN SCHOOL 18 Rosedale Road 10710 (ground level – non accessible to the public)	1	1	ALL
28. WESTCHESTER HILLS SCHOOL 47 Groydon Road 10710 (ground level – non accessible to the public)	1	1	ALL
29. MONTESSORI SCHOOL #31 7 Ravenswood Road 10710 (ground level – non accessible to the public)	1	1	ALL
30. FAMILY SCHOOL #32 1 Montclair Place 10710	1	1	ALL

(ground level – non accessible to the public)			
31. RIVERSIDE HIGH SCHOOL 565 Warburton Avenue 10701 (Cafeteria, lower level with loading dock and lobby outside main office on ground floor)	1	1	ALL
32. CENTRAL OFFICE 1 Larkin Center 10701 (lobby area near Health Services)	1	1	ALL